

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

THE TOWN OF PAGE

AGREEMENT NO. _____

THIS AGREEMENT, entered into this 18th day of November 1976, pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF PAGE, a municipal corporation, hereinafter called "TOWN".

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement, and

WHEREAS, the TOWN is empowered by Arizona Revised Statutes Section 9-672(B) to enter into this Agreement, and

WHEREAS, it is to the mutual benefit of the STATE OF ARIZONA and the TOWN OF PAGE to enter into an agreement covering the maintenance of those certain State Highways known as US Route 89, US Route 189 and State Route 98, which are State Highways of the STATE OF ARIZONA and which traverse the said TOWN OF PAGE over that certain street known as South 7th Avenue and North 7th Avenue which forms the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said TOWN OF PAGE, as more particularly set forth upon the map attached hereto and marked "Exhibit A", and by reference made a part hereof.

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. That the STATE OF ARIZONA, acting by and through its Department of Transportation, Highways Division, shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked "Exhibit A"; said jurisdiction, control and responsibility to include:

- a. Betterment or reconstruction of roadway, curbs, sidewalks, medians and channelization.
- b. Bridges and drainage.
- c. Guardrail and fences.
- d. Transportation permits, such as overweight, overwidth and overheight as prescribed by law.
- e. Permits for highway right-of-way encroachments and use.
- f. Removal of snow, sand, rock and other debris caused by slides or other unusual causes.
- g. Traffic control devices including signs, signals, striping and marking (except street name and parking).
- h. Highway junction illumination and any other illumination of safety for the traveling public (including energy charges).

2. That the TOWN OF PAGE shall furnish the STATE information as to annexation of any areas that include State Highways. Following the nature of said annexation, the STATE shall submit to the TOWN OF PAGE an amendment to this agreement, which shall include a revised map.

3. That the TOWN OF PAGE shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over routine maintenance and be responsible for routine maintenance of:

- a. Curbs and Sidewalks.
- b. Sprinkling.
- c. Street lighting (other than safety lighting).
- d. Street name signs, parking signs and marking in accordance with uniform STATE standards.
- e. Roadside and any roadside park or other unique landscaping development under jurisdiction of the STATE (including water).

4. That the TOWN shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept into State Highways.

5. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the Town. A copy of said regulations is attached hereto and marked "Exhibit B", and by reference made a part hereof.

6. That the TOWN OF PAGE shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The TOWN OF PAGE will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked "Exhibit C", and by reference made a part hereof.

7. That the TOWN OF PAGE will provide control in accordance with the Department's Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the TOWN on the State Highway right of way.

8. That this agreement shall supersede all previous street maintenance agreements.

9. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Department of Transportation, Highways Division.

10. That any or all of the terms, conditions and provisions, and attached exhibits forming a part hereof, shall remain in full force and effect for a period of five (5) years from the date hereof, at which time it shall terminate, provided that the same be amended, supplemented, terminated or extended by mutual consent of the parties hereto at any time prior to the termination of this instrument.

11. This Agreement shall be filed with the Secretary of the State and shall become effective on the 11th day after such filing.

12. Attached to this Agreement are authenticated copies of appropriate action by ordinance, resolution or otherwise authorizing the respective parties to enter into such an agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: *[Signature]*

TOWN OF PAGE, a municipal corporation

BY: *[Signature]*

Title: *[Signature]*

ATTEST:

[Signature]

CITY CLERK

RESOLUTION NO. 51

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF PAGE, COCONINO COUNTY, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE TOWN OF PAGE, PROVIDING FOR THE MAINTENANCE OF STATE HIGHWAYS LOCATED WITHIN THE TOWN OF PAGE.

WHEREAS, the Town of Page is empowered by A.R.S. Sec. 11-951 et. seq., to enter into an Intergovernmental Agreement with the State of Arizona covering the maintenance of those certain State Highways known as U.S. Route 89, U.S. Route L 89 and State Route 98 which are State Highways in the State of Arizona and which traverse and portions are located within the said Town of Page, and

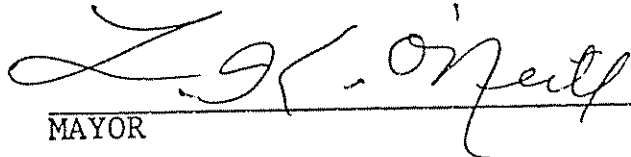
WHEREAS, it would be to the mutual benefit of the Town of Page and the State of Arizona to enter into such an Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the Town of Page is authorized to execute on behalf of the Town of Page that certain Intergovernmental Agreement between the State of Arizona and the Town of Page, which is attached hereto and incorporated herein by reference.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAGE, ARIZONA, this 19th day of July, 1976, by the following vote:

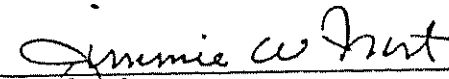
Ayes	<u>7</u>
Nays	<u>0</u>
Abstentions	<u>0</u>
Absent	<u>0</u>

TOWN OF PAGE

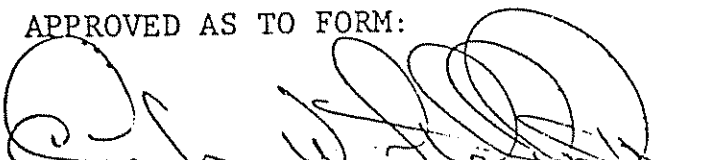

MAYOR

ATTEST:

I, JIMMIE W. FROST, certify that this is a true and accurate copy of resolution no. 51 adopted by the Town Council of the Town of Page, Arizona on July 19, 1976.


Town Clerk

APPROVED AS TO FORM:


Town Attorney


Jimmie W. Frost CMC
Town Clerk

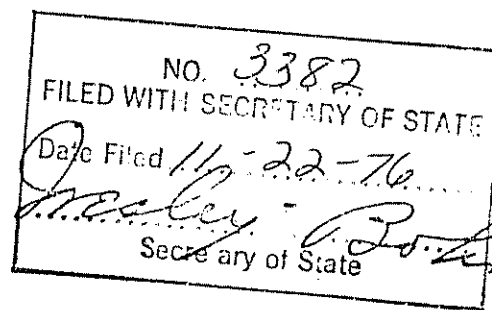
ATTORNEY GENERAL
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 76-604 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

DATED this 17th day of August, 19 76.

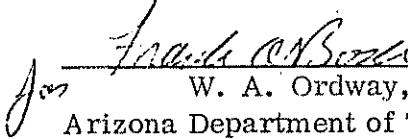
BRUCE E. BABBITT
The Attorney General


ALBERT MORGAN
Assistant Attorney General



RESOLUTION

Be it resolved on this date November 11, 1976 I, W. A. Ordway, the below undersigned Director, Department of Transportation, have determined that it is to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division and the Town of Page, enter into the intergovernmental agreement for the purpose of maintaining those certain State Highways known as US Route 89, US Route L89 and State Route 98, which are State Highways of the State of Arizona and which traverse said Town of Page.



W. A. Ordway, Director
Arizona Department of Transportation

APPLICATION FOR PERMIT TO USE STATE HIGHWAY RIGHT OF WAY

(Print or Type)

Application is hereby made for a permit to enter in upon and use a portion of the State Highway.

Name of Owner _____

Address of Owner _____

City _____ State _____ Zip _____

Name of Applicant _____ Legal Relationship to Owner _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____

Signature of Applicant _____

(Applicant and Owner are responsible for conditions on permit)

City (in or near) _____ Project No. _____

Highway Route No. _____ Approximately _____ Feet _____ of Milepost No. _____

Direction

Side of Highway N S E W (circle one) Highway Station _____

Purpose _____

FOR DEPARTMENTAL USE ONLY

THIS APPLICATION is approved with the following directions, requirements and specifications:

EXHIBIT "B"

Dated _____ District Engineer

FOR AND IN CONSIDERATION of the granting of a permit or license for the purpose set forth herein the Licensee hereby agrees, covenants, and binds said Licensee as follows, to-wit:

1. The Licensee hereby agrees to save and hold harmless the State, any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or non-performance of any provision of this agreement or the exercise of this permit or license by Licensee, any of its agents, or any of its independent contractors. The above cost incurred by the State, any of its departments, agencies, officers, or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage occurs as aforesaid, Licensee assumes the burden of proof that the above activity, condition, or event did not cause such cost, damage, or other damage.
2. That all work done shall be at the sole cost and expense of the Licensee, and shall be done at such time and in such manner as to be least inconvenient to the traveling public, and as directed by the agent of the Licensor. Work must be finished in the time specified on permit.
3. That when the proposed work is completed the Licensee shall repair the roadbed and replace the surfacing material thereon and will leave the said road in as good a condition as it is now, so far as the road is affected by the Licensee.
4. If the subject of the permit or license fails to pass final inspection, the Licensee will remove or replace the same within such time as specified by written notice from the Licensor; or if at any time hereafter, any material used by the Licensee is replacing or reconstructing any part of said highway proves defective, the Licensee will replace the same with the kind and quality of material which the Licensor shall specify.
5. That if the title and possession of any property placed upon the right of way by the Licensee remains in said Licensee, the Licensee shall and will promptly perform all necessary repair work upon written notice from the Licensor, and will not permit or allow any condition to exist which would be a hazard or source of danger to the traveling public.
6. That if at any time hereafter the right of way, or any portion thereof, occupied and used by the Licensee may be needed or required by the Licensor, any permit or license granted in pursuance of this application, may be revoked by the Licensor and all right thereunder terminated, and upon sufficient notice, the Licensee shall and will remove all property belonging to said Licensee.
7. That in the event that the work to be done under the authority of the permit or license necessitates the creation of any hazard or source of danger to any person or vehicle using said highway, said Licensee shall and will provide and maintain at all times during the existence of said hazard, sufficient barriers, danger signals, lanterns, detours, and shall and will take such other measures of precaution as the Licensor shall direct.
8. That if the work to be undertaken is of such a nature or character that the Licensor deems it necessary that said work be laid out, or inspected by the Licensor, said Licensee will defray any and all expenses incurred by said Licensor, and herein agrees to reimburse the Licensor, and for that purpose will deposit with the Licensor a sum of money in the amount necessary to cover all cost incurred by the Licensor.
9. All construction to be as per final plans approved with permit.

WHITE COPY TO APPLICANT AFTER PROCESSING
BLUE COPY TO PERMIT DIVISION FILE
PINK COPY TO DISTRICT ENGINEER'S FILE
GREEN COPY TO DISTRICT ENGINEER'S INSPECTOR
YELLOW COPY TO FHWA (INTERSTATE HIGHWAY ONLY)

PERMIT AND LICENSE

Permit No. _____

A permit and license is hereby issued to the foregoing licensee for the purpose contained in the application and upon the expressed condition that every agreement and covenant therein contained is faithfully performed, and said work to be performed in accordance with final approved plans and specifications. Construction is authorized only for period indicated below.

ARIZONA DEPARTMENT OF TRANSPORTATION

Dated _____ By _____

Construction to be completed by:

_____ By _____
Date Permit Engineer

RANGER INSURANCE COMPANY

A CAPITAL STOCK COMPANY
INCORPORATED IN NEW YORK, 1923
ADMINISTRATIVE OFFICES:
P. O. BOX 2807, HOUSTON, TEXAS 77001

POLICY NO. EU 630857

DECLARATIONS

ITEM 1. INSURED'S NAME AND MAILING ADDRESS

Town of Page
Page, Arizona 86040

ITEM 2. POLICY PERIOD

May	6	1976	May	6	1977
INCEPTION (MO.	DAY	YR.)	EXPIRATION (MO.	DAY	YR.)

12:01 A. M. STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3. PRIMARY OR UNDERLYING INSURANCE - DESCRIPTION OF COVERAGE

Policy issued by The Home Insurance Company with limits of liability of \$2,000,000 each occurrence and annual aggregate which is in excess of primary insurance.

ITEM 4. EXCESS COVERAGE AFFORDED BY THIS POLICY

\$2,000,000 each occurrence and annual aggregate in excess of limits shown in item 3 above.

ITEM 5. PREMIUM

\$950.00

THIS POLICY IS MADE AND ACCEPTED UPON THE ABOVE EXPRESS CONDITIONS, BUT SHALL NOT BE VALID UNLESS COUNTERSIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE COMPANY AT PLACE OF ISSUE.

Market Assistants, Inc.

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

ech

RU-9957

RANGER/FAN AMERICAN
INSURANCE COMPANIES

6-17-76
John R. Roberts
DATE

EXCESS LIABILITY POLICY

RANGER INSURANCE COMPANY; NEW YORK, NEW YORK (Hereinafter called the Company)

Agrees with the Insured named in the schedule made a part hereof, in consideration of the payment of the premium and subject to all of the terms of this Policy, is follows:

As respects accidents or occurrences, whichever is applicable, taking place during the period of the Policy, the Company agrees to afford the Insured such additional insurance as the issuers of the Underlying Coverage specified in the schedule would afford the Insured by increasing the underlying limit from the limit(s) set forth under Item 3 of the Declarations to the limit(s) set forth under Items 3 and 4 of the Declarations combined provided that it is expressly agreed that liability shall attach to the Company:

- (a) only after the issuers of the Underlying Coverage have paid or have been held liable to pay the full amount of the said underlying limit, and
- (b) only as respects such additional amounts in excess thereof, as would be payable by the issuers of the Underlying Coverage if the said underlying limit were amended as aforesaid, and
- (c) in no greater amount than the limit(s) set forth under Item 4 of the Declarations ultimate net loss as respects each accident or occurrence, whichever is applicable, taking place during the period of this Policy—Subject to the limit(s) set forth under Item 4 of the Declarations ultimate net loss in the aggregate where applicable for each annual period during the currency of this Policy.

DEFINITIONS

1. **ULTIMATE NET LOSS.** The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Insured after making deductions for all recoveries and for other valid and collectible insurances, excepting however, the policy(ies) of the Primary Insurer(s) and shall exclude all expenses and costs.
2. **COSTS.** The word "costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Insured, all expenses for salaried employees of the Insured and general retainer fees for counsel normally paid by the Insured)

CONDITIONS

1. **MAINTENANCE OF UNDERLYING INSURANCE.** It is a condition of this Policy that the Underlying Coverage be maintained in full effect during the period of this Policy except for the reduction of the aggregate limits contained therein solely by payment of claims for accidents or occurrences, whichever is applicable, which take place during the period of this policy. If the Underlying Coverage is terminated during the period of the Policy the effective date of termination of the said Underlying Coverage shall be the end of the period of this Policy.

This Policy is subject to the same warranties, terms and conditions (except as otherwise provided herein) as are contained in or as may be added to the Underlying Coverage prior to the happening of an accident or occurrence, whichever is applicable, for which claim is made hereunder.

2. **PREMIUM.** The Insured shall pay premium to the Company as specified in the schedule.
If the Insured terminates this Policy, earned premium shall be computed in accordance with the customary short rate table and procedure.
If the Company terminates this Policy, earned premium shall be computed pro rata.
3. **NOTIFICATION OF CLAIMS.** The Insured upon knowledge of any accident or occurrence, whichever is applicable, likely to give rise to a claim hereunder shall give immediate written notice thereof to the Company.
4. **ASSISTANCE AND CO-OPERATION.** The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but the Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve the Company, in which event the Insured and the Company shall co-operate, in all things in the defense of such claim, suit or proceeding.

5. **TERMINATION.** This Policy may be cancelled by the Named Insured by mailing to the Company written notice stating when thereafter such cancellation shall be effective. This Policy may be cancelled by the Company by mailing to the Named Insured at the address shown in this Policy written notice stating when, not less than thirty (30) days thereafter, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing. If the Named Insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata.

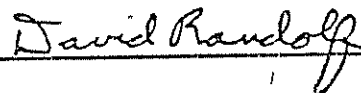
Premium adjustment may be made at the time cancellation is effected or is soon as practicable thereafter. The check of the Company or its representative, mailed or delivered, shall be sufficient tender of any refund due the Named Insured.

If this Policy insures more than one Named Insured, cancellation may be effected by the first of such Named Insureds as set forth in the Declarations for the account of all Insureds; and notice of cancellation by the Company to such first Named Insured shall be for the account of all interests therein.

IN WITNESS WHEREOF, The Company has caused these Presents to be signed by its President and attested by its Secretary, in the city of Houston



President



Secretary

ENDORSEMENT

Effective on and after May 6, 1976 12:01 A.M. Standard Time

this endorsement forms part of policy No. EU 630857 Expiration Date May 6, 1977

Issued to Town of Page

By RANGER INSURANCE COMPANY

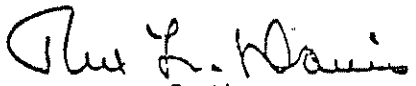
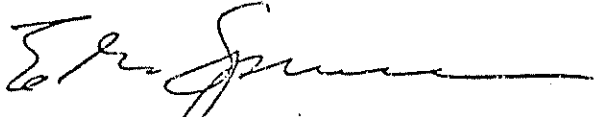
EXCLUSION OF PROFESSIONAL LIABILITY

In consideration of the premium for which this policy is written, it is agreed the policy shall not apply to any negligence, error or omission, malpractice or mistake of a professional nature committed or alleged to have been committed by or on behalf of the insured in the conduct of any of the insured's business activities.

COUNTERSIGNATURE ENDORSEMENT

It is agreed that the premium for this policy includes the amount shown below for insurance in the state indicated.

AMOUNT	STATE	NON-RESIDENT PRODUCER'S LICENSE	
		NUMBER	EXPIRATION DATE
\$ 950	Arizona		

THIS ENDORSEMENT FORMS A PART OF POLICY NUMBER EU 630857	ISSUED TO <div style="text-align: center; font-size: 1.2em;">Town of Page</div>
<input type="checkbox"/> Pan American Fire & Casualty Co. <input checked="" type="checkbox"/> Ranger Insurance Co.	AND IS EFFECTIVE <div style="text-align: center; font-size: 1.2em;">May 6, 1976</div>
<div style="text-align: center;">  Phil L. Davis President </div>	COUNTERSIGNED BY <div style="text-align: center;">  AUTHORIZED RESIDENT AGENT LICENSED BY THE STATE SHOWN ABOVE </div>

U4050 6/75

All other terms and conditions of this policy remain unchanged.

Market Assistants, Inc.

ENDORSEMENT

Effective on and after May 6, 1976 12:01 A.M. Standard Time

this endorsement forms a part of policy No. EU 630857 Expiration Date May 6, 1977

Issued to Town of Page

By RANGER INSURANCE COMPANY

CONTRACTOR'S ENDORSEMENT

1. It is agreed that this policy shall not apply to liability for injury to or destruction of the following unless such liability is covered by valid or collectible underlying insurance as set out in the Schedule of Underlying Insurance a part of the policy and then only for such hazards for which coverage is afforded under said underlying insurance:
 - (a) leased or rented equipment;
 - (b) property being installed, erected or worked upon by the Insured, his agents or sub-contractors;
 - (c) any property arising out of (1) blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment or, (2) the collapse of or structural injury to any building or structure due (aa) to grading of land, excavation, borrowing, filling or back-filling, tunneling, pile driving, coffer-dam work or caisson work, or (bb) to moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof;
 - (d) wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving, or to injury to or destruction of property at any time resulting therefrom.
2. It is further agreed that this policy shall not apply to any liability assumed by the Insured under contract unless such liability be covered by valid or collectible underlying insurance as set out in the Schedule of Underlying Insurance a part of the policy and then only for such hazards for which coverage is afforded under said underlying insurance.
3. It is also agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the Insured, including, but not limited to:
 - (a) the preparation or approval of maps, plans, reports, surveys, designs or specifications and
 - (b) supervisory, inspection or engineering services.

All other terms and conditions of this policy remain unchanged.

Market Assistants, Inc.


AUTHORIZED REPRESENTATIVE

ENDORSEMENT

Effective on and after May 6, 1976 12:01 A.M. Standard Time

this endorsement forms part of policy No. EU 630857 Expiration Date May 6, 1977

Issued to Town of Page

By RANGER INSURANCE COMPANY

In consideration of the premium charged or to be charged for this policy it is agreed the policy shall not apply to loss arising out of:

- ☐ 1. Any substance released or discharged from any aircraft.
- ☐ 2. The ownership, maintenance, operation or use of any automobile.
- ☐ 3. The ownership, maintenance, operation or use of any watercraft.
- ☐ 4. The delivery of any liquid product into a wrong receptacle or to a wrong address or the erroneous delivery of one liquid product for another.
- ☐ 5. Injury to or destruction of personal property of others in the insured's care, custody or control or personal property over which for any purpose the insured is exercising physical control.
- ☐ 6. Injury to, loss or destruction of money, jewels, furs or articles trimmed with fur, or numismatic property left with the insured for safe keeping.
- ☐ 7. Injury to or destruction of real property leased to, rented to or occupied by the insured.
- ☐ 8. Subsidence of land caused by or attributable to any operations of the insured.
- ☒ 9. The ownership or operation of airfields, runways, hangers or similar buildings or properties incidental to aviation ground activities or airports.
- ☒ 10. Failure to provide electricity or maintain electrical power.
- ☐ 11.

This endorsement applies only as respects Items preceded by "X"

All other terms and conditions of this policy remain unchanged.

Market Assistants, Inc.

AUTHORIZED REPRESENTATIVE

ENDORSEMENT

Effective on and after May 6, 1976 12:01 A.M. Standard Time

this endorsement forms part of policy No. EU 630857 Expiration Date May 6, 1977

Issued to Town of Page

By RANGER INSURANCE COMPANY

POLITICAL SUBDIVISION AND SCHOOLS - EXCLUSION

In consideration of the premium charged it is agreed that exclusion (c) is deleted and replaced by the following:

Under coverage 1 (a) and 1 (b) to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, riot, civil commotion, protest, demonstration, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

All other terms and conditions of this policy remain unchanged.

Market Assistants, Inc.


AUTHORIZED REPRESENTATIVE

HEC— 9 34 44 18

THE HOME INSURANCE COMPANY

—Manchester, New Hampshire—



STOCK COMPANY

LOS ANGELES OFFICE, CALIFORNIA

ITEM 1. Insured's Name and Mailing Address

Producer

The Town of Page
Page, Arizona

Prochnow McCollough & Biller
P. O. Box 1000
121 E. Birch Street
Flagstaff, Arizona 86001

3-1-76
Inception (Mo. Day Yr.)

3-1-77
Expiration (Mo. Day Yr.)

One
Years

N

11764
Producer No.

671
OPC

Arizona
State Loc.

FROM: March 1, 1976 TO: March 1, 1977
12:01 A.M. Standard Time at the address of the Named Insured as stated herein

ITEM 2. LIMITS OF LIABILITY (As Per Insuring Agreement No. 2)

LIMIT IN ALL IN RESPECT OF EACH OCCURRENCE

\$ 2,000,000.00

LIMIT IN THE AGGREGATE FOR EACH ANNUAL PERIOD WHERE APPLICABLE

\$ 2,000,000.00

ITEM 3.

PREMIUMS

THE PREMIUM IS BASED UPON

Flat Charge.

MINIMUM PREMIUM

\$ 2500.00

ADVANCED PREMIUM

\$ 2500.00

DURING THE POLICY PERIOD

PREMIUM IF PAID IN INSTALLMENTS

EFFECTIVE DATE	1st ANNIVERSARY	2nd ANNIVERSARY	TOTAL PREMIUM	\$
			→	

In the event of cancellation by the Insured, the Minimum Earned Premium to be paid and retained by the Home Insurance Company shall be \$250.00.

In Witness Whereof, the said THE HOME INSURANCE COMPANY, MANCHESTER, NEW HAMPSHIRE has caused these Presents to be signed by its President and attested by its Secretary, in the City of Manchester, New Hampshire, and this policy is made and accepted upon the above express conditions, but shall not be valid unless countersigned by a duly Authorized Representative of the Company at place of issue.

Joseph F. Quinn
Secretary

R. H. Tuller, Jr.
President

COUNTERSIGNED BY (AUTHORIZED REPRESENTATIVE)

DATE

4-9-76 mas

THE HOME INSURANCE COMPANY

New York, New York

MANUSCRIPT EXCESS LIABILITY POLICY

(A stock insurance company herein called the company)

Agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the insuring agreements, limits of liability, definitions, exclusions, conditions, and other terms of this policy:

INSURING AGREEMENTS

I. COVERAGE

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obligated to pay by reason of the liability

- (a) imposed upon the Insured by law,
 - or (b) assumed under contract or agreement by the Named Insured and/or any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such,
- for damages, direct or consequential and expenses, all as more fully defined by the term "ultimate net loss" on account of:—
- (i) Personal Injuries, including death at any time resulting therefrom,
 - (ii) Property Damage,
 - (iii) Advertising Liability,
- caused by or arising out of each occurrence happening anywhere in the world.

II. LIMIT OF LIABILITY

The Company shall only be liable for the ultimate net loss the excess of either

THIS POLICY IS SUBJECT TO THE FOLLOWING DEFINITIONS:

1. INSURED

Named Insured: As stated in Item 1 of the Declarations forming a part hereof and/or subsidiary, associated, affiliated companies or owned and controlled companies as now or hereafter constituted and of which prompt notice has been given to the Company (Hereinafter called the "Named Insured")

The unqualified word "Insured", wherever used in this policy, includes not only the Named Insured but also:—

- (a) any officer, director, stockholder, partner or employee of the Named Insured, while acting in his capacity as such, and any organization or proprietor with respect to real estate management for the Named Insured;
- (b) any person, organization, trustee or estate to whom the Named Insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy, but only in respect of operations by or on behalf of the Named Insured or of facilities of the Named Insured or used by them;
- (c) any additional insured (not being the Named Insured under this policy) included in the Underlying Insurances, subject to the provisions in Condition B; but not for broader coverage than is available to such additional Insured under any underlying insurances as set out in attached Schedule;
- (d) with respect to any automobile owned by the Named Insured or hired for use in behalf of the Named Insured, or to any aircraft owned by or hired for use in behalf of the Named Insured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Insured. The insurance extended by this sub-division (d), with respect to any person or organization other than the Named Insured, shall not apply—
 - 1. to any person or organization, or to any agent or employee thereof, operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;
 - 2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents with respect to any occurrence arising out of the operation thereof;
 - 3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner. This sub-division (d) shall not apply if it restricts the insurance granted under sub-division (c) above.

- (a) the limits of the underlying insurances as set out in the attached schedule in respect of each occurrence covered by said underlying insurances,
- or (b) \$25,000 ultimate net loss in respect of each occurrence not covered by underlying insurances,

(hereinafter called the "underlying limits"):

and then only up to a further sum as stated in Item 2 of the Declarations in all in respect of each occurrence—subject to a limit as stated in Item 2 of the Declarations in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

In the event of reduction or exhaustion of the aggregate limits of liability under said underlying insurance by reason of losses paid thereunder, this policy shall

- (1) in the event of reduction pay the excess of the reduced underlying limit
- (2) in the event of exhaustion continue in force as underlying insurance

The inclusion or addition hereunder of more than one Insured shall not operate to increase the Company's limit of liability.

2. PERSONAL INJURIES

The term "Personal Injuries" wherever used herein means bodily injury, mental injury, mental anguish, shock, sickness, disease, disability, false arrest, false imprisonment, wrongful eviction, detention, malicious prosecution, discrimination (except where it is a violation of a statute or regulation prohibiting such) humiliation; also libel, slander or defamation of character or invasion of rights of privacy, except that which arises out of any Advertising activities.

3. PROPERTY DAMAGE

The term "Property Damage" wherever used herein shall mean loss of or direct damage to or destruction of tangible property (other than property owned by the Named Insured).

4. ADVERTISING LIABILITY

The term "Advertising Liability" wherever used herein shall mean:—

- (1) Libel, slander or defamation;
- (2) Any infringement of copyright or of title or of slogan;
- (3) Piracy or unfair competition or idea misappropriation under an implied contract;
- (4) Any invasion of right of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and arising out of the Named Insured's Advertising activities.

5. OCCURRENCE

The term "occurrence" wherever used herein shall mean an accident or a happening or event or a continuous or repeated exposure to conditions which unexpectedly and unintentionally results in personal injury, property damage or advertising liability during the policy period. All such exposure to substantially the same general conditions existing at or emanating from one premises location shall be deemed one occurrence.

6. ULTIMATE NET LOSS

The term "Ultimate Net Loss" shall mean the total sum which the Insured, or any company as his insurer, or both, become obligated to pay by reason of personal injury, property damage or advertising liability claims, either through adjudication or compromise, and shall also include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement, adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding only the salaries of the Insured's or of any underlying insurer's permanent employees.

The Company shall not be liable for expenses as aforesaid in such expenses are included in other valid and collectible insurance.

AUTOMOBILE

The term "automobile", wherever used herein, shall mean a motor vehicle, trailer or semi-trailer.

AIRCRAFT

The term "aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

PRODUCTS LIABILITY

The term "Products Liability" means

- a) Liability arising out of goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name if the occurrence occurs after possession of such goods or products has been relinquished to others by the Named Insured or by others trading under his name and if such occurrence occurs away from premises owned, rented or controlled by the Named Insured; provided such goods or products shall

be deemed to include any container thereof, other than a vehicle, but shall not include any vending machine or any property, other than such container, rented to or located for use of others but not sold;

- (b) Liability arising out of operations, if the occurrence occurs after such operations have been completed or abandoned and occurs away from premises owned, rented or controlled by the Named Insured; provided operations shall not be deemed incomplete because improperly or defectively performed or because further operations may be required pursuant to an agreement; provided further the following shall not be deemed to be "operations" within the meaning of this paragraph: (i) pick-up or delivery, except from or onto a railroad car, (ii) the maintenance of vehicles, owned or used by or in behalf of the Insured, (iii) the existence of tools, uninstalled equipment and abandoned or unused materials.

10. ANNUAL PERIOD

The term "each Annual Period" shall mean each consecutive period of one year commencing from the inception date of this Policy.

THIS POLICY IS SUBJECT TO THE FOLLOWING EXCLUSIONS:

This policy shall not apply:—

- a) to any obligation for which the Insured or any company as its insurer may be held liable under any Workmen's Compensation, unemployment compensation or disability benefits law provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under contract or agreement;
- b) to claims made against the Insured:
- (i) for repairing or replacing any defective product or products manufactured, sold or supplied by the Insured or any defective part or parts thereof nor for the cost of such repair or replacement;
 - (ii) for the loss of use of any such defective product or products or part or parts thereof;
 - (iii) for improper or inadequate performance, design or specification; but nothing herein contained shall be construed to exclude claims made against the Insured for personal injuries or property damage (other than damage to the product of the Insured) resulting from improper or inadequate performance, design or specification;
- c) with respect to advertising activities, to claims made against the Insured for:
- (i) failure or performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;
 - (ii) infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;
 - (iii) incorrect description of any article or commodity;
 - (iv) mistake in advertised price;
- d) except in respect of occurrences taking place in the United States of America, its territories or possessions, or Canada, to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of

war, invasion, acts of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority

Except insofar as coverage is available to the Insured in the underlying insurances as set out in the attached Schedule, this policy shall not apply:—

- (e) to liability of any Insured hereunder for assault and battery committed by or at the direction of such Insured except liability for Personal Injury or Death resulting from any act alleged to be assault and battery committed for the purpose of preventing or eliminating danger in the operation of aircraft, or for the purpose of preventing personal injury or property damage; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (f) with respect to any aircraft owned by the Insured except liability of the Named Insured for aircraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (g) with respect to any watercraft owned by the Insured, while away from premises owned, rented or controlled by the Insured, except liability of the Named Insured for watercraft not owned by them; it being understood and agreed that this exclusion shall not apply to the liability of the Named Insured for personal injury to their employees, unless such liability is already excluded under Exclusion (a) above;
- (h) to any employee with respect to injury to or the death of another employee of the same Employer injured in the course of such employment.

THIS POLICY IS SUBJECT TO THE FOLLOWING CONDITIONS:—

PREMIUM

The premium for this policy shall be computed on the basis set forth under Item No. 3 of the policy declarations.

Upon expiration of this policy or its termination during the policy period, the earned premium shall be computed as thus defined. If the earned premium thus computed is more than the advance premium paid, the named insured shall immediately pay the excess to the company; if less, the company shall return the difference to the named insured; but the company shall receive and retain the annual minimum premium for each twelve (12) months of the policy period.

In the event of additional Insureds being added to the coverage under the Underlying Insurance during currency hereof prompt notice shall be given to The Company and if an additional premium has been charged for such addition on the Underlying Insurances, The Company shall be entitled to charge an appropriate additional premium hereon.

PRIOR INSURANCE AND NON CUMULATION OF LIABILITY

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to

the Insured prior to the inception date hereof the limit of liability hereon as stated in Item 2 of the Declarations shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy The Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium

D. SPECIAL CONDITIONS APPLICABLE TO OCCUPATIONAL DISEASE

As regards personal injury (fatal or non-fatal) by occupational disease sustained by an employee of the Insured, this policy is subject to the same warranties, terms and conditions (except as regards the premium, the amount and limits of liability and the renewal agreement, if any) as are contained in or as may be added to the underlying insurances prior to the happening of an occurrence for which claims is made hereunder.

E. INSPECTION AND AUDIT

The Company shall be permitted at all reasonable times during the policy period to inspect the premises, plants, machinery and equipment used in connection with the Insured's business, trade or work, and to examine the Insured's books and records at any time during the currency hereof and within one year after final settlement of all claims so far as the books and records relate to any payments made on account of occurrences happening during the term of this policy.

F. CROSS LIABILITY

In the event of claims being made by reason of personal injuries suffered by any employee or employees of one Insured hereunder for which another Insured hereunder is or may be liable, then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

In the event of claims being made by reason of damage to property belonging to any Insured hereunder for which another Insured is, or may be liable then this policy shall cover such Insured against whom a claim is made or may be made in the same manner as if separate policies had been issued to each Insured hereunder.

Nothing contained herein shall operate to increase Company's limit of liability as set forth in Insuring Agreement II.

G. NOTICE OF OCCURRENCE

Whenever the Insured has information from which the Insured may reasonably conclude that an occurrence covered hereunder involves injuries or damages which, in the event that the Insured should be held liable, is likely to involve this policy, notice shall be sent to the Company as soon as practicable, provided, however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claim.

H. ASSISTANCE AND CO-OPERATION

The Company shall not be called upon to assume charge of the settlement or defense of any claim made or suit brought or proceeding instituted against the Insured but The Company shall have the right and shall be given the opportunity to associate with the Insured or the Insured's underlying insurers, or both, in the defense and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve The Company, in which event the Insured and The Company shall co-operate in all things in the defense of such claim, suit or proceeding.

I. APPEALS

In the event the Insured or the Insured's underlying insurers elect not to appeal a judgment in excess of the underlying limits, The Company may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of The Company for ultimate net loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal.

J. LOSS PAYABLE

Liability under this policy with respect to any occurrence shall not attach unless and until the Insured, or the Insured's underlying insurer, shall have paid the amount of the underlying limits on account of such occurrence. The Insured shall make a definite claim for any loss for which the Company may be liable under the policy within twelve (12) months after the Insured shall have paid an amount of ultimate net loss in excess of the amount borne by the Insured or after the Insured's liability shall have been fixed and rendered certain either by final judgment against the Insured after actual trial or by written agreement of the Insured, the claimant, and The Company. If any subsequent payments shall be made by the Insured on account of the same occurrence, additional claims shall be made similarly from time to time. Such losses shall be due and payable within thirty (30) days after they are respectively claimed and proven in conformity with this policy.

K. BANKRUPTCY AND INSOLVENCY

In the event of the bankruptcy or insolvency of the Insured or any entity comprising the Insured, The Company shall not be relieved thereby of the payment of any claims hereunder because of such bankruptcy or insolvency.

L. OTHER INSURANCE

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance. Nothing herein shall be construed to make this policy subject to the terms, conditions and limitations of other insurance.

M. SUBROGATION

Inasmuch as this policy is "Excess Coverage", the Insured's right of recovery against any person or other entity cannot be exclusively subrogated to the Company. It is, therefore, understood and agreed that in case of any payment hereunder, the Company will act in concert with all other interests (including the Insured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Insured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Company is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Insured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Insured) concerned, in the ratio of their respective recoveries as finally settled.

N. CHANGES

Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop The Company from asserting any right under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by The Company.

O. ASSIGNMENT

Assignment of interest under this policy shall not bind The Company unless and until their consent is endorsed hereon.

P. CANCELLATION

This policy may be cancelled by the named insured by mailing to the company written notice stating when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the named insured at the address shown in this policy written notice stating when not less than 30 days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the named insured or by the company shall be equivalent to mailing.

If the named insured cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

Q. MAINTENANCE OF UNDERLYING INSURANCE

It is a condition of this policy that the policy or policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this policy. Failure of the Insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the Company shall only be liable to the same extent as they would have been had the Insured complied with the said condition.

Authorized Representative



NON-PREMIUM ENDORSEMENT

Endorsement No. 1

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER HEC 9 34 44 18	NAMED INSURED The Town of Page
EFFECTIVE DATE AND TIME OF ENDORSEMENT 3-1-76 12:01 A.M.	DATE PREPARED 4-9-76 mas
PRODUCER Prochnow McCollough & Biller	PRODUCER NO - OPC 11764-671

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

SCHEDULE OF UNDERLYING INSURANCES

POLICY NUMBER	PRIMARY CARRIER	COVERAGE	EACH PERSON	EACH ACCIDENT	AGGREGATE
IST 8487350	Home Ins. Co.	*Comprehensive General Liability Bodily Injury and/or Property Damage	\$1,000,000.00	Combined Single Limit	
GA 9249094	Home Ins. Co.	Comprehensive Automobile Liability Bodily Injury Property Damage	\$1,000,000.00 --	\$1,000,000.00 \$1,000,000.00	-- --
To Be Advised	To Be Advised	Employers' Liability	--	\$100,000.00	--

*Including: Personal Injury Liability-Sections A,B,C(Employee Exclusion Deleted); Occurrence Bodily Injury and Property Damage; Blanket Contractual Liability; Products-Completed Operations Liability; Hired and Non Owned Automobiles; Independent Contractors.

This Schedule includes the policies listed above and any renewals or replacements thereof.

SIGNATURE OF AUTHORIZED REPRESENTATIVE



Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER HEC 9 34 44 18	NAMED INSURED The Town of Page
EFFECTIVE DATE AND TIME OF ENDORSEMENT 3-1-76 12:01 A.M.	DATE PREPARED 4-9-76 mas.
PRODUCER Prochnow McCollough & Biller	PRODUCER NO. -DPC 11764-671

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

EXCLUSION OF CIVIL DISTURBANCES

In consideration of the premium charged, it is agreed that such insurance as is afforded by this policy shall not apply to the legal liability of the Insured directly or indirectly arising out of any act or omission of the Insured in connection with the prevention, limitation or suppression of any mob action, riot, riot attending a strike, or civil commotion (including all damages, direct or consequential and expenses, resulting therefrom).

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER	HEC 9 34 44 18			NAMED INSURED	The Town of Page		
EFFECTIVE DATE AND TIME OF ENDORSEMENT				DATE PREPARED			
3-1-76 12:01 A.M.				4-9-76		mas	
PRODUCER					PRODUCER NO - OPC		
Prochnow McCollough & Biller					11764-671		

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Exclusion - Inverse Condemnation

It is agreed that coverage afforded under this policy does not apply to:

Claims for loss or damage or any liability of any and all insureds arising out of or in any way connected with the operations of the principles of eminent domain, condemnation proceedings or inverse condemnation by whatever name called, regardless of whether such claims are made directly against the insured or by virtue of any agreement entered into by or on behalf of the insured.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NON-PREMIUM ENDORSEMENT



Endorsement No. 4

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER

HEC 9 34 44 18

NAMED INSURED

The Town of Page

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3-1-76 12:01 A.M.

DATE PREPARED

4-9-76

mas

PRODUCER

Prochnow McCollough & Biller

PRODUCER NO - OPC

11764-671

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that this policy shall not apply to liability arising out of the failure of any insured to supply or provide water.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NON-PREMIUM ENDORSEMENT



Endorsement No. 5

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER	HEC 9 34 44 18	NAMED INSURED	The Town of Page	
EFFECTIVE DATE AND TIME OF ENDORSEMENT		DATE PREPARED		
3-1-76 12:01 A.M.		4-9-76		mas.
PRODUCER			PRODUCER NO.	TOPC
Prochnow McCollough & Biller			11764	671

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

Dam Exclusion

In consideration of the premium charged, it is agreed that this policy shall not apply to any liability arising out of the ownership, operation, use or maintenance of any dam(s).

SIGNATURE OF AUTHORIZED REPRESENTATIVE



NON-PREMIUM ENDORSEMENT

Endorsement No. 7

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER

HEC 9 34 44 18

NAMED INSURED

The Town of Page

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3-1-76 12:01 A.M.

DATE PREPARED

4-9-76

mas

PRODUCER

Prochnow McCollough & Biller

PRODUCER NO - OPC

11764-671

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that this policy will not apply to any claim or claims arising out of Medical Malpractice Liability.

SIGNATURE OF AUTHORIZED REPRESENTATIVE



LIMIT OF LIABILITY ENDORSEMENT

Endorsement No. 8

Issued by -

☒ THE HOME INSURANCE COMPANY

☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	H.E.C. 9 34 44 18	NAMED INSURED	The Town of Page
EFFECTIVE DATE	3-1-76 (12:01 A.M. standard time)	DATE PREPARED	4-9-76
PRODUCER	Prochnow McCollough & Biller	PRODUCER NO. - OPC	mas 11764-671

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is understood and agreed that paragraph (b) of Insuring Agreement II, Limit of Liability is hereby amended to read as follows:

(b) \$10,000 ultimate net loss in respect of each occurrence not covered by underlying insurances.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CONTAMINATION AND POLLUTION
ENDORSEMENT



Endorsement No. 9

Issued by -

☒ THE HOME INSURANCE COMPANY ☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER HEC 9 34 44 18	NAMED INSURED The Town of Page
EFFECTIVE DATE 3-1-76 12:01 A.M.	DATE PREPARED 4-9-76 mas
PRODUCER Prochnow McCollough & Biller	PRODUCER NO - OPC 11764-671

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

It is agreed that such insurance as is afforded by this policy does not apply to Personal Injury or Property Damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

It is further agreed that in no event shall coverage provided by this policy for Contamination and Pollution be broader than that provided by the Underlying Insurances set forth in the Schedule of Underlying Insurances.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NON-PREMIUM ENDORSEMENT



Endorsement No.10

Issued by -

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER HEC 9 34 44 18	NAMED INSURED The Town of Page
EFFECTIVE DATE AND TIME OF ENDORSEMENT 3-1-76 12:01 A.M.	DATE PREPARED 4-9-76 mas
PRODUCER Prochnow McCollough & Biller	PRODUCER NO. - LUPC 11764-671

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

EXCLUSION

(Care, Custody and Control)

In consideration of the premium charged, it is understood and agreed that such insurance as is afforded by this policy shall not apply to any claim or claims for damages, direct or consequential, for real or personal property of others in the insured's care, custody or control, or as to which the insured is for any purpose exercising physical control.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

CONTRACTOR'S ENDORSEMENT



Endorsement No. 11

Issued by --

☒ THE HOME INSURANCE COMPANY☐ THE HOME INDEMNITY COMPANY

POLICY NUMBER	HEC 9 34 44 18	NAMED INSURED	The Town of Page	
EFFECTIVE DATE AND TIME OF ENDORSEMENT	3-1-76 12:01 A.M.	DATE PREPARED	4-9-76	mas
PRODUCER	Prochnow McCollough & Biller		PRODUCER NO - OPC 11764-671	

It is agreed that this Policy shall not apply to liability for injury to or destruction of:

- (a) leased or rented equipment, or
- (b) property being installed, erected or worked upon by the insured, his agents or sub-contractors.

It is agreed that except insofar as coverage is available to the Insured in the underlying insurance as set forth in Schedule of Underlying Insurances, this Policy shall not apply to:

- (a) injury to or destruction of any property arising out of (1) blasting or explosion other than the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment or, (2) the collapse of or structural injury to any building or structure due (aa) to excavation, including borrowing, filling or back-filling in connection therewith, or to tunneling, pile driving, coffer-dam work or caisson work, or (bb) to moving, shoring, underpinning, razing or demolition of any building or structure or removal or rebuilding of any structural support thereof.
- (b) injury to or destruction of wires, conduits, pipes, mains, sewers or other similar property, or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of excavating or drilling, or to injury to or destruction of property at any time resulting therefrom.

It is agreed that except insofar as coverage is available to the Insured in the underlying insurance as set forth in Schedule of Underlying Insurance, this Policy shall not apply to any liability assumed by the insured under contract.

SIGNATURE OF AUTHORIZED REPRESENTATIVE



NON-PREMIUM ENDORSEMENT

Endorsement No. 12

Issued by - (Type in full name of Insuring Company)

The Home Insurance Company

POLICY NUMBER

HEC 9 34 44 18

NAMED INSURED

The Town of Page

EFFECTIVE DATE AND TIME OF ENDORSEMENT

3-1-76 12:01 A.M.

DATE PREPARED

4-9-76

mas

PRODUCER

Prochnow McCollough & Biller

PRODUCER NO - OPC

11764-671

It is agreed that this policy is hereby amended as indicated. All other terms and conditions of this policy remain unchanged.

In consideration of the premium charged, it is agreed that this policy does not apply to Bodily Injury or Injury and/or destruction of property, including loss of use thereof, arising out of the rendering of, or failure to render, Architectural or Engineering Professional services by or on behalf of the Insured, including but not limited to any negligent act, error, omission or mistake involving the preparation of surveys, maps, plans, designs or specifications and supervisory inspection or engineering services furnished in connection therewith.

It is further agreed that this policy does not apply to claims arising out of a negligent act, error or omission of the Insured in the processing of data, records, accounts and similar instruments of the property of others.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

LIABILITY—AUTOMOBILE

A 0009—G 320

GU 9157
(Ed 7-66)

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT # 13
(Broad Form)

This endorsement modifies the provisions of the policy relating to ALL AUTOMOBILE LIABILITY, GENERAL LIABILITY AND MEDICAL PAYMENTS INSURANCE OTHER THAN FAMILY AUTOMOBILE, SPECIAL PACKAGE AUTOMOBILE, COMPREHENSIVE PERSONAL AND FARMER'S COMPREHENSIVE PERSONAL INSURANCE.

This endorsement, effective **March 1, 1976** (12:01 A.M., standard time), forms a part of policy No. **HEC 9 34 44 18**
issued to **The Town of Page**
by **The Home Insurance Company**

Authorized Representative

It is agreed that:

I. The policy does not apply:

A. Under any Liability Coverage, to bodily injury or property damage

- (1) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

C. Under any Liability Coverage, to bodily injury or property damage resulting from the hazardous properties of nuclear material, if

- (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (b) has been discharged or dispersed therefrom;
- (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
- (3) the bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat.

II. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,

(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"property damage" includes all forms of radioactive contamination of property.



AN NO 6726

EFFECTED WITH

Insurance Companies

BY

AMERICAN NATIONAL GENERAL AGENCIES, INC.

1019 Home Tower Building
San Diego, California 92101

425 Securities Bldg
1904 Third Avenue
Seattle, Washington 98101

Suite 2607 Russ Building
235 Montgomery Street
San Francisco, California 94104

3200 Wilshire Boulevard
Los Angeles, California 90010
(213) 386-8490

THIS IS TO CERTIFY that the undersigned have procured insurance as hereinafter specified from certain Insurance Companies, (hereinafter called the "Underwriters"), through our Brokers in London, England.

Pursuant to such authorization the Underwriters do hereby bind themselves, each for itself only and not one for another, for the percentage shown hereunder.

In favor of

TOWN OF PAGE

address:

P. O. DRAWER HH
PAGE, ARIZONA

type of coverage:

EXCESS AIRPORT LIABILITY

in the amount of

SEE FORM ATTACHED

Hereon

% of the amount and premium stated herein.

AMOUNT	RATE	PREMIUM
\$		\$ 1,750.00
\$		\$
\$		\$
\$		\$
	% Federal Tax*	\$
3	% State Tax	\$ 52.80
1	% Stamping Fee	\$ 17.60
		\$
		\$
	Certificate Fee	\$ 10.00
TOTAL		\$ 1,830.40

*Payable on Portion Applicable

Beginning at 12:01 A.M. on the 1st day of MARCH, 1973

and ending at 12:01 A.M. on the 1st day of MARCH, 1976

standard time at the place of location of risks insured and in accordance with the terms and conditions of the form(s) attached. **Ag 27, Schedule, NYA 1270**

AV 37, Schedule, NMA 1270

IT IS UNDERSTOOD AND AGREED THAT THIS CERTIFICATE SHALL RUN CONCURRENTLY WITH AND BE SUBJECT TO THE SAME GROSS RATE, TERMS, CONDITIONS AND ENDORSEMENTS AS MORE PARTICULARLY SET FORTH IN AND OR AS MAY FROM TIME TO TIME BE ADDED TO THE CERTIFICATE OF SAME NUMBER EFFECTED WITH LLOYD'S UNDERWRITERS ON THE IDENTICAL SUBJECT MATTER AND RISK.

1. It is specifically understood that the names of the Underwriters hereunder are on file in the office of our Brokers in London, England and will be on file in the office of the undersigned, under the heading of "Underwriters on Risk".
2. It is expressly understood and agreed by the Assured by accepting this instrument that the undersigned is not one of the Underwriters hereunder and neither is nor shall be in any way or to any extent liable for any loss or claim whatever, as an Underwriter, but the Underwriters hereunder are only those whose names are on file as hereinbefore set forth.
3. If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Certificate shall become void and all claims thereunder shall be forfeited.
4. This Certificate may be cancelled on the customary short rate basis by the Assured at any time by written notice or by surrender of this Certificate to the undersigned. This Certificate may also be cancelled, with or without the return or tender of the unexpired premium by the Underwriters, or by the Assured, at their option by sending to the Assured by registered or certified mail, return receipt requested, at the Assured's address as shown herein, not less than 10 days' written notice stating when the cancellation shall be effective and in such case Underwriters shall refund the paid premium less the earned portion thereof on demand, subject always to the retention by Underwriters hereon of any minimum premium stipulated herein (or proportion thereof previously agreed upon) in the event of cancellation either by Underwriters or the Assured.
5. This Certificate of Insurance shall not be assigned either in whole or part, without the written consent of the undersigned endorsed hereon.
6. Loss or damage to the property insured occasioned by war, invasion, hostilities, acts of foreign enemies, civil war, rebellion, insurrection, military or usurped power or martial law or confiscation by order of any Government or public authority not covered.
7. The certificate terms and conditions contained herein or endorsed hereon and such other provisions, agreements or conditions as may be endorsed hereon or added hereto are hereby incorporated in this agreement. No representative of the Underwriters shall have power to waive or be deemed to have waived any provision or condition of this Certificate under such waiver, if any shall be written upon or attached hereto; nor shall any privilege or permission affecting the insurance under this certificate exist or be claimed by the insured unless so written or attached.
8. This document is intended for use as evidence that insurance described herein has been effected, against which a Policy(ies) will be issued and that, in the event of any inconsistency therewith, the terms, conditions and provisions of the Policy(ies) shall prevail. Immediate advice must be given of any discrepancies or necessary changes.

This Certificate shall not be valid unless signed by AMERICAN NATIONAL GENERAL AGENCIES, INC.

Dated at **Phoenix, Arizona**, this **24th** day of **March, 1973**
AMERICAN NATIONAL GENERAL AGENCIES, INC.

By _____ ORIGINAL Company/ies Certificate

LLOYD'S AIRCRAFT EXCESS LIABILITY POLICY (DIRECT INSURANCE)

(Subscribed only by Underwriting Members of Lloyd's all of whom have complied with the requirements of the Insurance Companies Act, 1932, as to security and otherwise.)

Whereas the Assured named in the Schedule herein which Schedule is incorporated in and forms part of this contract has paid to the Underwriting Members of Lloyd's who have heretofore subscribed their Names (hereinafter called "the Underwriters") the premium stated in the Schedule and has agreed to make such further payments of premium as may be prescribed herein

WE THE UNDERWRITERS hereby agree, to the extent and in the manner hereinafter provided, to pay on behalf of the Assured all sums which the Assured shall become legally obligated to pay, or by final judgment be adjudged to pay, to any person or persons as damages

- (a) for bodily injury, including death at any time resulting therefrom sustained by any person or persons other than passengers (hereinafter referred to as "Bodily Injury") or
 - (b) for damage to or destruction of property of others, including the loss of use thereof (hereinafter referred to as "Property Damage") or
 - (c) for bodily injury, including death at any time resulting therefrom sustained by any passenger or passengers (hereinafter referred to as "Passenger Bodily Injury")
- caused by accident during the period mentioned in the Schedule and arising out of such hazards as are set forth in Item 7 of the Schedule and which are also covered by and defined in the policy/ies specified in the Schedule and issued by the "Primary Insurers" stated therein.

PROVIDED ALWAYS THAT:--

- (a) Liability attaches to the Underwriters only in respect of such aircraft and such hazards as are set forth in Item 7 of the Schedule and only for such coverages as are specified in Item 8 of the Schedule and against which an amount is inserted in Item 11(c) or Item 11(d) of the Schedule and then only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as set forth in the Schedule in Items 11(a) or 11(b) and designated the "Primary and Underlying Excess Limit(s)" and then
 - (i) the limits of the Underwriters' liability shall be such amount of ultimate net loss as will provide the Assured with total limits under the policy/ies of the Primary and Underlying Excess Insurers and this Policy combined as set forth in Item 11(c) of the Schedule under the designation "Total Limit(s)" or
 - (ii) if it is not practicable to set forth in Item 11(c) of the Schedule the Total Limit(s) of liability under this Policy and all Underlying policies combined then the limits of the Underwriters' liability shall be those set forth in Item 11(d) under the designation "Excess Limit(s)";
- (b) Subject always to the limit of liability "Each Person" for Bodily Injury, stated in the Schedule, liability for Bodily Injury involving more than one person is limited as stated therein under "Each Accident";
- (c) Liability for Property Damage is subject to the limit "Each Accident" as stated in the Schedule;
- (d) Subject always to the limit of liability "Each Passenger" for Passenger Bodily Injury, stated in the Schedule, liability for Passenger Bodily Injury involving more than one passenger is limited as stated therein under "Each Accident";
- (e) When two or more aircraft are insured hereunder, the terms of this Policy shall apply separately to each;
- (f) Neither the inclusion of more than one entity in the name of the Assured nor the addition of any additional Assureds under this Policy shall in any way operate to increase the Underwriters' limits of liability in respect of any one person/passenger/accident beyond those provided for in Item 11 (Limits of Liability) of the Schedule.

EXCLUSIONS

THIS POLICY DOES NOT COVER

- 1. Any liability assumed by the Assured under any contract or agreement unless
 - (a) prior agreement has been given by the Underwriters and the premium thereon adjusted as may be required by them, or
 - (b) such liability would have attached to the Assured even in the absence of such contract or agreement.
- 2. Liability for Bodily Injury or Passenger Bodily Injury to employees of the Assured injured during the course of their employment.
- 3. Any obligation for which the Assured may be held liable under any Workmen's Compensation, Unemployment Compensation or Disability Benefits Law or any similar Law.

4. Liability for Property Damage to property owned, rented, occupied or used by or in the care, custody or control of the Assured or carried in, on or by the aircraft.

5. Loss or damage or any liability of the Assured directly or indirectly occasioned by, happening through or in consequence of military, naval or usurped power whether in time of peace or war and whether lawful or unlawful, war, invasion, civil war, revolution, rebellion, insurrection or warlike operations, whether there be a declaration of war or not.

DEFINITIONS

- (a) ACCIDENT. The word "accident" shall be understood to mean an accident or series of accidents arising out of one event.
- (b) ULTIMATE NET LOSS. The words "ultimate net loss" shall be understood to mean the amount payable within the limits expressed in Item 11 (Limits of Liability) of the Schedule in settlement of the liability of the Assured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy/ies of the Primary and Underlying Excess Insurers, and shall exclude all expenses and costs.
- (c) COSTS. The word "Costs" shall be understood to mean interest accruing after entry of judgment, investigation, adjustment and legal expenses (excluding, however, all office expenses of the Assured, all expenses for salaried employees of the Assured and general retainer fees for counsel normally paid by the Assured).

CONDITIONS

1. INCURRING OF COSTS

In the event of claim or claims arising which appear likely to exceed the Primary and Underlying Excess Limit(s), no Costs shall be incurred by the Assured without the written consent of the Underwriters.

2. APPORTIONMENT OF COSTS

Costs incurred by or on behalf of the Assured with the written consent of the Underwriters, and for which the Assured is not covered by the Primary and Underlying Excess Insurers, shall be apportioned as follows:—

- (a) Should any claim or claims become adjustable prior to the commencement of trial for not more than the Primary and Underlying Excess Limit(s), then no Costs shall be payable by the Underwriters.
- (b) Should, however, the amount for which the said claim or claims may be so adjustable exceed the Primary and Underlying Excess Limit(s), then the Underwriters, if they consent to the proceedings continuing, shall contribute to the Costs incurred by or on behalf of the Assured in the ratio that their proportion of the ultimate net loss as finally adjusted bears to the whole amount of such ultimate net loss.
- (c) In the event that the Assured elects not to appeal a judgment in excess of the Primary and Underlying Excess Limit(s) the Underwriters may elect to conduct such appeal at their own cost and expense and shall be liable for the taxable court costs and interest incidental thereto, but in no event shall the total liability of the Underwriters exceed their limit(s) of liability as provided for herein, plus the expenses of such appeal.

3. APPLICATION OF RECOVERIES

All recoveries or payments recovered or received subsequent to a loss settlement under this Policy shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Policy shall be construed to mean that losses under this Policy are not payable until the Assured's ultimate net loss has been finally ascertained.

4. ATTACHMENT OF LIABILITY

Liability to pay under this Policy shall not attach unless and until the Primary and Underlying Excess Insurers shall have admitted liability for the Primary and Underlying Excess Limit(s) or unless and until the Assured has by final judgment been adjudged to pay an amount which exceeds Primary and Underlying Excess Limit(s) and then only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of the Primary and Underlying Excess Limit(s).

5. MAINTENANCE OF PRIMARY AND UNDERLYING EXCESS INSURANCES

In respect of the hazards and aircraft set forth in Item 7 of the Schedule this policy is subject to the same warranties, terms and conditions (except as regards the premium, the obligation to investigate and defend, the renewal agreement (if any), the amount and limits of liability other than the deductible or self-insurance provision where applicable, (AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in the policy/ies of the Primary Insurers at inception hereof. It is a condition of the policy that the policy/ies of the Primary and Underlying Excess Insurers shall be maintained in full effect during the currency of this policy, failing which coverage under this policy shall thereupon cease.

6. CHANGES

(a) In the event of any amendment to the warranties, terms and conditions of the policy/ies of the Primary Insurers subsequent to the inception of this policy, the Assured shall give notice of such amendment within thirty days of the effective date thereof and the Underwriters shall have the option of (i) accepting such amendment and amending the premium on this policy accordingly, or (ii) refusing such amendment in which case the policy shall cease to follow the policy/ies of the Primary Insurers as respects such amendment after the expiry of the above period of thirty days.

(b) Should any alteration be made in the premium for the policy/ies of the Primary Insurers (other than as the result of (a) (i) above) during the currency of this policy the Assured shall give immediate notice thereof to the Underwriters who shall have the right to amend the premium hereon accordingly.

(c) The Assured upon being aware of any material change in the circumstances or nature of the hazards covered by this policy (other than those giving rise to amendment or alteration in the policy/ies of the Primary Insurers as detailed in (a) and (b) above) shall give immediate notice thereof to the Underwriters who shall have the right to amend the premium hereon accordingly.

7. ADDITIONAL ASSURED

Should any manufacturer, repairer, supplier or servicing agent, be included or added as an Assured under this Policy such inclusion or addition shall not prejudice Underwriters' rights of recourse against such Assured in the capacity of manufacturer, repairer, supplier or servicing agent where such right of recourse would have existed had they not been so included or added.

8. PREMIUM COMPUTATION AND ADJUSTMENT

The premium for this insurance shall be computed on the basis set forth herein and the Assured agrees to pay and the Underwriters agree to return such additional or return premium as it becomes due.

9. CANCELLATION

This Policy may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided not less than 10 days notice in writing be given.

The premium to be retained by the Underwriters in the event of cancellation by the Assured shall be calculated as follows:—

(a) If the premium is on an adjustable basis, the earned premium hereon for the period that this Policy has been in force or the Short Rate proportion of the Minimum Premium, whichever is the greater.

(b) If a flat premium has been charged, the Short Rate proportion thereof.

In the event of cancellation by the Underwriters the premium to be retained by the Underwriters shall be calculated as in (a) and (b) above except that pro rata proportion shall be substituted for Short Rate proportion. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

If the period of limitation relating to the giving of notice is prohibited or made void by any law controlling the construction hereof, such notice shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

10. NOTIFICATION OF CLAIMS

The Assured upon knowledge of any event likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in the Schedule.

11. SERVICE OF SUIT CLAUSE (U.S.A.)

It is agreed that in the event of the failure of the Underwriters to pay any amount claimed to be due hereunder, the Underwriters at the request of the Assured will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon the person or persons specified for the purpose in the Schedule and that in any suit instituted against any one of them upon this contract, the Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above mentioned person(s) is/are authorised and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that he/they will enter a general appearance upon Underwriters' behalf in the event such suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance and hereby designate the above mentioned person(s) as the person(s) to whom the said officer is authorised to mail such process or a true copy thereof.

12. FRAUDULENT CLAIMS

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

NOW KNOW YE that We, the Underwriters, Members of the Syndicate(s) whose definitive Number(s) in the attached List are set out in the Table overleaf, or attached overleaf, hereby bind Ourselves, each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to insure the Assured or the Assured's Executors or Administrators against Liability and Costs as specified herein (subject to the conditions herein expressed) payment to be made within Seven Days after such Liability is proved, and so that the due proportion for which each of Us the Underwriters is liable shall be ascertained by reference to his proportion as ascertained according to the said List of the Amount, Percentage or Proportion of the total liability under this Policy which is in the said Table set opposite the definitive Number of the Syndicate of which such Underwriter is a Member.

IN WITNESS whereof the Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

SCHEDULE

ITEM

1. Policy No. AN 6724
2. Name of Assured TOWN OF PAGE
3. Address of Assured P. O. DRAWER H.H., PAGE, ARIZONA
4. Business or Occupation of Assured TOWN
5. The Assured's Interest in the Aircraft N/A
6. Period of Insurance commencing 1st day of March 1975 and ending
1st day of March 1976 both days at Standard Time at the Address of
the Assured
7. Hazards-Aircraft Liability
Airport

PAGE AIRPORT

8. Coverages
(Delete any Section not applicable)
~~Bodily Injury, Property Damage, Passenger Bodily Injury~~
Bodily Injury, Property Damage, Passenger Bodily Injury (Combined)
9. Premium Calculation
(a) Non-adjustable Basis Flat
(b) Adjustable Basis
i. Provisional or Deposit Premium
ii. Minimum Premium \$1,750.00
iii. Basis of Adjustment
10. (a) Primary Insurer(s) Ranger Insurance Company GLA 074124
(b) Underlying Excess Insurer(s) None

SCHEDULE

11. Limits of Liability (Ultimate Net Loss)

		Each Person	Each Accident	Each Passenger
(a) <u>Primary Limit(s)</u>	Bodily Injury	N/A	N/A	
	Property Damage		N/A	
	Passenger Bodily Injury		N/A	N/A
	Bodily Injury, Property Damage and Passenger Bodily Injury (Combined)		\$1,000,000.	
(b) <u>Combined Primary and Underlying Excess Limit(s)</u>	Bodily Injury	N/A	N/A	
	Property Damage		N/A	
	Passenger Bodily Injury		N/A	
	Bodily Injury, Property Damage and Passenger Bodily Injury (Combined)		N/A	
(c) <u>Total Limit(s) (including indemnity provided by this policy)</u>	Bodily Injury		N/A	
	Property Damage		N/A	
	Passenger Bodily Injury		N/A	N/A
	Bodily Injury, Property Damage and Passenger Bodily Injury (Combined)		N/A	
(d) <u>Excess Limit(s) (provided by this policy only)</u>	Bodily Injury	N/A	N/A	
	Property Damage		N/A	
	Passenger Bodily Injury		N/A	N/A
	Bodily Injury, Property Damage and Passenger Bodily Injury (Combined)		\$9,000,000.	

12. Notification of claims to

American National General Agencies, Inc.
P. O. Box 2040 - Phoenix, Arizona 85001

13. The person or persons upon whom service of process may be made

See Endorsement NMA 772 attached